

AGREEMENT

This Agreement by and between the West Lafayette Redevelopment Commission ("RDC") and CI Chauncey Square Property Owner, LLC, an Indiana limited liability company, f/k/a SSC VII, LLC ("CI") wherein the respective parties represent and agree with one another as follows:

WITNESSETH:

WHEREAS, CI is developing real estate known as Chauncey Square which borders Salisbury Street, South Street, Columbia Street and Chauncey Avenue in West Lafayette, Indiana;

WHEREAS, said real estate is located in the Levee/Village Redevelopment Area;

WHEREAS, CI will be making the following improvements to public streets and sidewalks bordering Chauncey Square ("Improvements"):

Entrance improvements on Salisbury Street (ingress and egress),
Curb/gutter/road improvements along South and Salisbury Streets;
Sidewalk improvements along South and Salisbury Streets;
Improvements to the sanitary sewer;*
Improvements to the storm sewer;
Improvements to the waterlines; and
Landscaping/streetscape improvements along South and Salisbury Streets.
(A cost summary is marked Exhibit A attached hereto and made a part hereof)

WHEREAS, CI has requested that the RDC reimburse it for the improvements set forth above;

WHEREAS, the RDC approved payment of said funds, on a reimbursable basis, at its meeting on May 23, 2012 for the Improvements as set forth above.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties now agree as follows:

1. CI will make the Improvements to Salisbury Street and South Street as set forth in the recitals above which Improvements will be approved by the City of West Lafayette Department of Engineering.

2. The RDC will reimburse CI an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) for the Improvements.

3. CI will submit invoices for the Improvements, together with proof of payment to the contractors, to the West Lafayette Department of Development ("Development Department").

4. The City of West Lafayette, through its engineering department, will confirm that the Improvements have been completed to the proper codes, ordinances and statutes.

5. The Development Department will submit the claims to the RDC for review and payment.

6. RDC shall pay all claims submitted by the Development Department to CI within forty-five (45) days from the submission date by the Development Department.

7. CI shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, CI shall enroll in and verify the work eligibility status of all newly hired employees of CI through the E-Verify Program ("Program"). CI is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. CI and, to the best of CI's knowledge, its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CI or its subcontractors subsequently learns is an unauthorized alien. If CI violates this Section 7(b), the RDC shall require CI to remedy the violation not later than thirty (30) days after the RDC notifies CI. If CI fails to remedy the violation within the thirty (30) day period, the RDC shall terminate the contract for breach of contract. If the RDC terminates the contract, CI shall, in addition to any other contractual remedies, be liable to the RDC for actual damages. There is a rebuttable presumption that CI did not knowingly employ an unauthorized alien if CI verified the work eligibility status of the employee through the Program.

c. If CI employs or contracts with an unauthorized alien but the RDC determines that terminating the contract would be detrimental to the public interest or public property, the RDC may allow the contract to remain in effect until the RDC procures a new contractor.

d. CI shall, prior to performing any work, require each subcontractor to certify to CI that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. CI shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CI determines that a subcontractor is in violation of this Section 7(d), CI may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CI or the subcontractor.

e. By its signature below, CI swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the RDC that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of June, 2012.

CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION

CI CHAUNCEY SQUARE PROPERTY
OWNER, LLC

By: _____
Lawrence T. Oates, President

By: _____
(written)

Attest: _____
Linda M. Sorensen

(printed) Member

PROJECT

Chauncey Square - Chauncey Village TIF District

Prepared for: CI Chauncey Square Property Owner, LLC ("Owner")

Prepared by: Owner and ARCO National Construction Co. ("General Contractor")

Date Prepared: February 21, 2012

Revised: May 15, 2012

ELIGIBLE IMPROVEMENT ITEM	LOWEST SUBCONTRACTOR / GC (refer to attached Bid Summary)	QTY	UNIT PRICE	TOTAL
Street Paving	All Paving outside of Curbs to be completed by City of West Lafayette		per quote	\$0.00
<i>increase public parking on north side of South St</i>				
Pavement Striping & Signage per approved Plans	J. Perez, Inc. / ARCO		per quote	\$4,184.19
Concrete Sidewalk & Curb along South St, Salisbury St	Winco / ARCO		LS	\$48,907.45
Concrete Stairs, Entrance along South St	Winco / ARCO		LS	\$9,666.97
Concrete Sidewalk/Ramps/Stairs along South St.	Henry Poor / ARCO		LS	\$10,259.44
Street Lighting	InPwr / ARCO		LS	\$3,860.25
Park Benches, Materials and Labor	The Bench Factory / ARCO			\$5,637.59
Landscaping in South St, Salisbury St ROW's	Garden Art / ARCO		LS	\$48,734.11
Water Line	C&C Excavating / ARCO		LS	\$7,272.96
8" Sanitary Line & Tap	C&C Excavating / ARCO		LS	\$13,098.15
Asphalt Patch for Sanitary Sewer	C&C Excavating / ARCO		LS	\$5,078.29
Water Meter & Vault	C&C Excavating / ARCO		LS	\$21,028.94
<i>Stormwater quality treatment improvements</i>				
Storm Sewer Manhole, Curb inlet in South/Salisbury St.	C&C Excavating / ARCO		LS	\$1,704.93
Storm Defender & Manhole	C&C Excavating / ARCO		LS	\$39,368.34
Snout & Hood for Existing Manholes	C&C Excavating / ARCO		LS	\$2,074.56
Trench Drain Inlet	C&C Excavating / ARCO		LS	\$6,276.88
Public Utility work - Gas Line Relocation	Vectren - Local Utility / ARCO		LS	\$5,687.47
Landscaping along Chauncey Avenue	Garden Art / ARCO		LS	\$3,411.62
TOTAL COSTS				\$236,252.17

EXHIBIT**A**

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